



SERIES 3 PROSPECTUS

prepared in connection with the
U.S.\$100,000,000 13.50 per cent. Loan Participation Notes due 2018 (the "Notes")
to be issued by, but with limited recourse to, Renaissance Consumer Funding Limited as Series 3
for the purpose of financing a subordinated loan to Commercial Bank "Renaissance Capital" (Limited Liability Company)
under the U.S.\$1,500,000,000
Programme (the "Programme") for the issuance of Loan Participation Notes
to be issued by, but with limited recourse to,
Renaissance Consumer Funding Limited
for the purpose of financing loans to
Commercial Bank "Renaissance Capital" (Limited Liability Company)
Issue Price: 100 per cent.

This series 3 prospectus (the "**Series 3 Prospectus**"), which must be read and construed as one document in conjunction with information incorporated by reference herein (see "*Documents Incorporated by Reference*"), which includes the base prospectus dated 20 December 2012 prepared in connection with the Programme (the "**Base Prospectus**"), is prepared in connection with the issue of the Notes by Renaissance Consumer Funding Limited, a private company with limited liability established under the laws of Ireland whose registered office is at 53 Merrion Square, Dublin 2, Ireland (the "**Issuer**"), under the Programme. The Notes are being issued for the sole purpose of financing a subordinated loan of U.S.\$100,000,000 (the "**Subordinated Loan**") to Commercial Bank "Renaissance Capital" (Limited Liability Company) ("**CBRC**" or the "**Borrower**"), as borrower. The Loan is granted pursuant to the terms of a subordinated loan agreement between the Issuer and CBRC dated 20 December 2012 (the "**Subordinated Loan Agreement**"), the form of which is set out herein.

Interest on the Notes will be payable at the rate of 13.50 per cent. per annum, semi-annually in arrear, on 21 June and 21 December in each year, commencing on 21 June 2013, as described under "*Terms and Conditions of the New Notes—5 Interest*". The issue price of the Notes is 100 per cent. of their principal amount. The Loan will bear interest of 13.50 per cent. per annum.

Subject as provided in a third amended and restated principal trust deed dated 13 December 2012, as amended by a deed of amendment dated 19 December 2012, and as further supplemented by a supplemental trust deed in respect of the Notes ("**Trust Deed**"), the Issuer will charge, in favour of Citibank N.A., London Branch as trustee (the "**Trustee**"), by way of a first fixed charge as security for its payment obligations in respect of the Notes and under the Trust Deed, certain of its rights and interests under the Subordinated Loan Agreement and the Account (as defined in the Subordinated Loan Agreement). In addition, the Issuer will assign certain of its administrative rights under the Subordinated Loan Agreement to the Trustee.

In each case where amounts of principal, interest and additional amounts (if any) are stated to be payable in respect of the Notes, the obligation of the Issuer to make any such payment shall constitute an obligation only to account to the holders of the Notes (the "**Noteholders**") on each date upon which such amounts of principal, interest and additional amounts (if any) are due in respect of the Notes, for an amount equivalent to all principal, interest and additional amounts (if any) actually received and retained (net of tax and all other deductions whatsoever) from CBRC by or for the account of the Issuer pursuant to the Subordinated Loan Agreement less any amounts in respect of the Reserved Rights (as defined in the terms and conditions of the Notes). The Issuer will have no other financial obligation under the Notes. **Noteholders will be deemed to have accepted and agreed that they will be relying solely on the credit and financial standing of CBRC in respect of the payment obligations of the Issuer under the Notes.**

Other than as described in this Series 3 Prospectus, the Base Prospectus and the Trust Deed, the Noteholders have no proprietary or other direct interest in the Issuer's rights under or in respect of the Subordinated Loan Agreement or the Subordinated Loan. Subject to the terms of the Trust Deed, no Noteholder will have any rights to enforce any of the provisions in the Subordinated Loan Agreement or have direct recourse to CBRC except through action by the Trustee.

This Series 3 Prospectus is to be read and construed in conjunction with the sections of the Base Prospectus and other information incorporated by reference herein (see "*Documents Incorporated by Reference*").

AN INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD HAVE REGARD TO THE RISK FACTORS DESCRIBED UNDER THE SECTION ENTITLED "RISK FACTORS" IN THE BASE PROSPECTUS (INCORPORATED BY REFERENCE HEREIN) AND THE SECTION ENTITLED "RISK FACTORS" IN THIS SERIES 3 PROSPECTUS.

THE NOTES AND SUBORDINATED LOAN (TOGETHER, THE "SECURITIES") HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, SUBJECT TO CERTAIN EXCEPTIONS, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")). THE NOTES MAY BE OFFERED AND SOLD TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S (THE "REGULATION S NOTES"). THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS, SEE "SUBSCRIPTION AND SALE" AND "TRANSFER RESTRICTIONS" IN THE BASE PROSPECTUS.

This Series 3 Prospectus has been approved by the Central Bank of Ireland, as competent authority under Directive 2003/71/EC (the "**Prospectus Directive**"). The Central Bank of Ireland only approves this Series 3 Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange (the "**Irish Stock Exchange**") for the Notes to be admitted to the Official List and trading on its regulated market (the "**Main Securities Market**"). The Main Securities Market is a regulated market for the purposes of The Markets in Financial Instruments Directive 2004/39/EC.

The Notes to be issued are expected to be rated "B3" by Moody's Investors Service Ltd. ("**Moody's**") (see "*Issue Terms of the Notes*"). As of the date of this Series 3 Prospectus, Moody's is established in the European Union and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). For more information on the ratings of the Notes, see "*Overview of the Programme*" in the Base Prospectus. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

The Notes will initially be represented by interests in a global unrestricted note in registered form (the "**Global Note**") without interest coupons, which will be deposited with a common depository for, and registered in the name of a nominee of, Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"), on the Issue Date. Beneficial interests in the Global Note will be shown on, and transfers thereof will be effected only through records maintained by, Euroclear or Clearstream, Luxembourg. See "*Summary of the Provisions Relating to the Notes in Global Form*" in the Base Prospectus. Individual definitive Notes in registered form will only be available in certain limited circumstances as described in the Base Prospectus.

Lead Manager

Goldman Sachs International

The date of this Series 3 Prospectus is 21 December 2012

This Series 3 Prospectus (when read and construed in conjunction with the Base Prospectus, which is incorporated by reference herein (see "*Documents Incorporated by Reference*")) comprises a prospectus for the purposes of the Prospectus Directive and for the purpose of giving information with regard to the Issuer, CBRC, the Subordinated Loan Agreement and the Notes.

Each of the Issuer and CBRC accepts responsibility for the information contained in this Series 3 Prospectus (when read and construed in conjunction with the sections of the Base Prospectus incorporated by reference herein). To the best of the knowledge and belief of each of the Issuer and CBRC (which have taken all reasonable care to ensure that such is the case), the information contained in this Series 3 Prospectus (when read and construed in conjunction with the sections of the Base Prospectus incorporated by reference herein) is in accordance with the facts and does not omit anything likely to affect the import of such information.

In addition, CBRC, having made all reasonable enquiries, confirms that (i) this Series 3 Prospectus (when read and construed in conjunction with the sections of the Base Prospectus incorporated by reference herein) contains all information with respect to CBRC, the Subordinated Loan Agreement and the Notes that is material in the context of the issue and offering of the Notes; (ii) to the best of knowledge of CBRC, the statements contained in this Series 3 Prospectus (when read and construed in conjunction with the sections of the Base Prospectus incorporated by reference herein) with regard to CBRC are in every material respect true and accurate and not misleading; (iii) the opinions, expectations and intentions expressed in this Series 3 Prospectus (when read and construed in conjunction with the sections of the Base Prospectus incorporated by reference herein) with regard to CBRC are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions; (iv) there are no other facts in relation to CBRC, the Subordinated Loan Agreement or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in this Series 3 Prospectus (when read and construed in conjunction with the sections of the Base Prospectus incorporated by reference herein) misleading in any material respect; and (v) all reasonable enquiries have been made by CBRC to ascertain such facts and to verify the accuracy of all such information and statements.

This Series 3 Prospectus has been filed with and approved by the Central Bank of Ireland as required by the Prospectus (Directive 2003/71/EC) Regulations 2005 (the "**Prospectus Regulations**"). This Series 3 Prospectus, as approved by the Central Bank of Ireland, will be filed with the Irish Companies Registration Office in accordance with Regulation 38(1)(b) of the Prospectus Regulations.

The Issuer is not and will not be regulated by the Central Bank of Ireland as a result of issuing the Notes. Any investment in the Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland.

NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS MADE BY GOLDMAN SACHS INTERNATIONAL (THE "**LEAD MANAGER**") AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS SERIES 3 PROSPECTUS (WHEN READ AND CONSTRUED IN CONJUNCTION WITH THE SECTIONS OF THE BASE PROSPECTUS INCORPORATED BY REFERENCE HEREIN). NOTHING CONTAINED IN THIS SERIES 3 PROSPECTUS (WHEN READ AND CONSTRUED IN CONJUNCTION WITH THE SECTIONS OF THE BASE PROSPECTUS INCORPORATED BY REFERENCE HEREIN) IS, OR SHALL BE RELIED UPON AS, A PROMISE OR REPRESENTATION, WHETHER AS TO THE PAST OR THE FUTURE. EACH PERSON CONTEMPLATING MAKING AN INVESTMENT IN THE NOTES MUST MAKE ITS OWN INVESTIGATION AND ANALYSIS OF THE CREDITWORTHINESS OF CBRC AND THE ISSUER AND ITS OWN DETERMINATION OF THE SUITABILITY OF ANY SUCH INVESTMENT, WITH PARTICULAR REFERENCE TO ITS OWN INVESTMENT OBJECTIVES AND EXPERIENCE, AND ANY

OTHER FACTORS WHICH MAY BE RELEVANT TO IT IN CONNECTION WITH SUCH INVESTMENT.

This Series 3 Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, CBRC, the Trustee or the Lead Manager to subscribe for or purchase any of the Notes. The distribution of this Series 3 Prospectus or the Base Prospectus and the offer or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Series 3 Prospectus or the Base Prospectus comes are required by the Issuer, CBRC, the Trustee and the Lead Manager to inform themselves about and to observe any such restrictions. In particular, the Notes have not been and will not be registered under the Securities Act. The Notes may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons. Further information with regard to restrictions on offers and sales of the Notes and the distribution of this Series 3 Prospectus and the Base Prospectus is set out under "*Issue Terms of the Notes*" in this Series 3 Prospectus and "*Subscription and Sale*" in the Base Prospectus.

Neither the delivery of this Series 3 Prospectus or the Base Prospectus nor the offer, sale or delivery of any Note shall in any circumstances create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or CBRC since the date of this Series 3 Prospectus.

None of the Issuer, CBRC, the Trustee or the Lead Manager or any of their respective representatives is making any representation to any offeree or purchaser of the Notes regarding the legality of an investment by such offeree or purchaser under relevant legal investment or similar laws. Each investor should consult with its own advisers as to the legal, tax, business, financial and related aspects of purchase of the Notes.

Prospective purchasers must comply with all laws that apply to them in any place in which they buy, offer or sell any Notes or possess this Series 3 Prospectus or the Base Prospectus. Any consents or approvals that are needed in order to purchase the Notes must be obtained. CBRC, the Issuer and the Lead Manager are not responsible for compliance with these legal requirements. The appropriate characterisation of the Notes under various legal investment restrictions, and thus the ability of investors subject to these restrictions to purchase the Notes, is subject to significant interpretative uncertainties. No representation or warranty is made as to whether or the extent to which the Notes constitute a legal investment for investors whose investment authority is subject to legal restrictions. Such investors should consult their legal advisers regarding such matters.

This Series 3 Prospectus and the Base Prospectus may only be provided to persons in the United Kingdom in circumstances where Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer or CBRC. Accordingly, this Series 3 Prospectus and the Base Prospectus are only being distributed to and are only directed at (i) persons who are outside the United Kingdom or (ii) to investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**") or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "**relevant persons**"). The Notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this Series 3 Prospectus or the Base Prospectus or any of its contents.

To the extent that there is any inconsistency between (a) any statement in this Series 3 Prospectus and (b) any statement in the Base Prospectus, the statement in this Series 3 Prospectus will prevail in respect of the Notes only.

The language of the Base Prospectus and this Series 3 Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Neither the Issuer nor CBRC intends to provide any post-issuance transaction information regarding the Notes or the performance of the Subordinated Loan.

No person is authorised to provide any information or to make any representation not contained in this Series 3 Prospectus or the Base Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer, CBRC, the Trustee or the Lead Manager. The delivery of this Series 3 Prospectus at any time does not imply that the information contained in it is correct as at any time subsequent to the date of this Series 3 Prospectus. The website of CBRC does not form any part of this Series 3 Prospectus or the Base Prospectus (and, in particular, is not incorporated by reference herein).

In connection with the issue of the Notes, Goldman Sachs International (the "**Stabilising Manager**"), or persons acting on behalf of the Stabilising Manager, may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that such Stabilising Manager (or persons acting on behalf of the Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date of the Notes and 60 days after the date of allotment of the Notes. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.

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RISK FACTORS

An investment in the Notes involves a high degree of risk. Prospective investors should consider carefully, among other things, the risks set forth under the heading "*Risk Factors*" on pages 10 to 35 (inclusive) of the Base Prospectus and those described below as well as the other information contained in this Series 3 Prospectus and the Base Prospectus prior to making any investment decision with respect to the Notes. The risks highlighted under the heading "*Risk Factors*" on pages 10 to 35 (inclusive) of the Base Prospectus and those below could, individually or together, have a material adverse effect on CBRC's business, financial condition, results of operations or prospects which, in turn, could have a material adverse effect on its ability to service its payment obligations under the Subordinated Loan Agreement and, as a result, the ability of the Issuer to make payments under the Notes. In addition, the value of the Notes could decline due to any of these risks, and prospective investors may lose some or all of their investment.

Prospective investors should note that the risks described under the heading "*Risk Factors*" on pages 10 to 35 (inclusive) of the Base Prospectus and those below are not the only risks CBRC and the Issuer face. These are the risks that the Issuer and/or CBRC consider material. There may be additional risks that the Issuer and/or CBRC currently consider immaterial or of which the Issuer and/or CBRC are currently unaware, and any of these risks could have similar effects to those set forth above.

There may be limited liquidity in the Notes

As described in "*Subscription and Sale*" in this Series 3 Prospectus, in connection with such subscription of the Notes, Goldman Sachs International ("**Goldman Sachs**") has entered into an arrangement to sell U.S.\$50,000,000 in principal amount of such Notes to an investor pursuant to which such investor has agreed that, until the earlier to occur of (i) 21 June 2013 or (ii) the sale by Goldman Sachs of the balance of the Notes received by Goldman Sachs as part of the initial subscription, such investor will not sell any such Notes acquired by it. As such, there may be very limited trading and liquidity of the Notes in the first six months from the issuance of the Notes, and even after such arrangement not to sell Notes by such investor has ceased to have effect, there can be no assurance that thereafter a liquid market will develop for the Notes.

Further Ratings may be assigned to the Notes

It is expected that the Notes will be rated B3 by Moody's subject to confirmation at or after closing. The Notes may or may not be rated by any other rating agencies. There can be no assurance that a rating will be assigned to the Notes by Fitch Ratings CIS Ltd and/or Standard & Poor's Credit Market Services Europe Limited, and, if assigned, what that rating would be. Also, such a rating, if assigned, could be higher or lower than the ratings assigned to the Notes by Moody's. Prospective investors should not rely solely on the rating of the Notes and should make an independent decision, based on their own analysis and experience, whether to invest in the Notes. A credit rating is not a recommendation to buy, sell or hold the Notes. There can be no assurance that a rating will remain for any given period of time or that a rating will not be lowered or withdrawn by the relevant rating agency if, in its judgment, circumstances in the future so warrant. In the event that a rating initially assigned to the Notes is subsequently lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement with respect to the Notes, and the market value of the Notes is likely to be adversely affected.

DOCUMENTS INCORPORATED BY REFERENCE

The Base Prospectus shall be deemed to be incorporated in, and to form part of, this Series 3 Prospectus.

Any statement contained in the Base Prospectus shall be deemed to be modified or superseded for the purpose of this Series 3 Prospectus to the extent that a statement contained herein modifies or supersedes such statement in the Base Prospectus (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Series 3 Prospectus.

This Series 3 Prospectus must be read in conjunction with the Base Prospectus and full information on CBRC, the Issuer, the terms of the Subordinated Loan and the offer of the Notes is only available on the basis of the combination of the provisions set out within this document and the Base Prospectus.

Copies of the Base Prospectus may be inspected, free of charge, at the registered office of the Issuer at 53 Merrion Square, Dublin 2, Ireland during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted). The Base Prospectus is also available for viewing at [http://www.ise.ie/debt_documents/FBaseProspectus\(6844674_1\).pdf](http://www.ise.ie/debt_documents/FBaseProspectus(6844674_1).pdf).

Terms used herein but not otherwise defined shall have the meanings given to them in the Base Prospectus. The Base Prospectus incorporated by reference herein is current only as of its date and the incorporation by reference herein of the Base Prospectus shall not create any implication that there has been no change in CBRC's or the Issuer's affairs since the date thereof or that information contained therein is current as of any time subsequent to its date.

TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes shall comprise the "Terms and Conditions of the Notes" from the Base Prospectus dated 20 December 2012 which are incorporated by reference herein (the "**Conditions**"), as modified and completed by the issue terms of the Notes set out in the "*Issue Terms of the Notes*" section (the "**Issue Terms of the Notes**").

All references in this Series 3 Prospectus or in the Base Prospectus to "**Conditions**" or to a numbered "**Condition**" shall be to the Conditions or the relevant numbered Condition, respectively, as modified and completed by the Issue Terms of the Notes.

ISSUE TERMS OF THE NOTES

Commercial Bank "Renaissance Capital" (Limited Liability Company)

Issue of U.S.\$100,000,000 13.50 per cent Loan Participation Notes due 2018 (the "Notes")
by Renaissance Consumer Funding Limited (the "Issuer")
for the purpose of financing a Loan to Commercial Bank "Renaissance Capital" (Limited Liability
Company) ("CBRC")
under a U.S.\$1,500,000,000 Programme for the Issuance of Loan Participation Notes

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "Conditions") set forth in the Base Prospectus dated 20 December 2012. These Issue Terms of the Notes modify and complete the Conditions in relation to the Notes. References in the Conditions to "Notes" shall be deemed to be references to the Notes for the purposes of these Issue Terms of the Notes.

1	(i)	Issuer:	Renaissance Consumer Funding Limited
	(ii)	Borrower:	Commercial Bank "Renaissance Capital" (Limited Liability Company)
2	(i)	Series Number:	3
	(ii)	Tranche Number:	1
3		Specified Currency or Currencies:	U.S. Dollars
4		Aggregate Nominal Amount of Notes admitted to trading:	U.S.\$100,000,000
5		Issue Price:	100 per cent. of the Aggregate Nominal Amount
6	(i)	Specified Denominations:	U.S.\$200,000 plus higher integral multiples of U.S.\$1,000 thereafter
	(ii)	Calculation Amount:	U.S.\$1,000
7		Issue Date:	21 December 2012
8		Maturity Date:	21 June 2018
9		Notes Interest Basis:	13.50 per cent. Fixed Rate (further particulars specified below)
10		Redemption/Payment Basis:	Redemption at par
11	(i)	Status and Form of the Notes:	Senior, Registered
	(ii)	Status of the Loan:	Subordinated
	(iii)	Date of Board approval for issuance of Notes obtained	19 December 2012
12		Method of distribution:	Non-syndicated
13		Financial Centres (Condition 7):	New York, London, Dublin

PROVISIONS RELATING TO INTEREST PAYABLE UNDER THE LOAN

- | | | |
|-----------|---|---|
| 14 | Fixed Rate Note Provisions: | Applicable |
| | (i) Rate of Interest: | 13.50 per cent. per annum payable semi-annually in arrear |
| | (ii) Interest Payment Date(s): | 21 June and 21 December in each year not adjusted commencing on 21 June 2013. |
| | (iii) Fixed Coupon Amount: | U.S.\$67.50 per Calculation Amount |
| | (iv) Broken Amount: | Not Applicable |
| | (v) Day Count Fraction (Condition 5): | 30/360 |
| | (vi) Determination Date(s) (Condition 5): | Not Applicable |
| 15 | Floating Rate Note Provisions: | Not Applicable |

PROVISIONS RELATING TO REDEMPTION

- | | | |
|-----------|--|--|
| 16 | Final Redemption Amount of each Note: | U.S.\$1,000 for every U.S.\$1,000 of principal amount of a Note |
| 17 | Early Redemption Amount(s) of each Note payable if the Loan should become repayable under the Loan Agreement prior to the Maturity Date: | The amount received by the Issuer from CBRC pursuant to the terms of the Subordinated Loan Agreement |

DISTRIBUTION

- | | | |
|-----------|---------------------------------------|-----------------------------|
| 18 | (i) If syndicated, names of Managers: | Not Applicable |
| | (ii) Stabilising Manager(s) (if any): | Goldman Sachs International |
| 19 | If non-syndicated, name of Dealer: | Goldman Sachs International |

RESPONSIBILITY

The Issuer and CBRC accept responsibility for the information contained in these Issue Terms.

Signed by a duly authorised attorney of the Issuer:	Signed on behalf of CBRC:
By: _____	By: _____
	Duly authorised
	By: _____
	Duly authorised

PART B – OTHER INFORMATION

1 LISTING

- (i) Listing: Irish Stock Exchange
- (ii) Admission to trading: Application will be made to the Irish Stock Exchange for the Notes to be admitted to the official list and trading on its regulated market with effect from 21 December 2012.
- (iii) Estimate of total expenses related to admission to trading: €2,541.20.

2. RATINGS

Ratings: The Notes to be issued are expected to be rated:

Moody's: B3

Moody's Investors Service Ltd ("**Moody's**") is established in the EEA and registered under Regulation (EC) No. 1060/2009, as amended (the "**CRA Regulation**") and is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency operating in the EEA before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused, or (2) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (3) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. The ESMA is obliged to maintain on its website, www.esma.europa.eu/page/List-registered-and-certified-CRAs, a list of credit rating agencies registered and certified in accordance with the CRA Regulation. The ESMA website is not incorporated by reference into, nor does it form part of, these Issue Terms. This list must be updated within five working days of ESMA's adoption of any decision to withdraw the registration of a credit rating agency under the CRA Regulation. Therefore such a list is not conclusive evidence of the status of the relevant rating agency as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Subscription and Sale" in each of this Series 3 Prospectus and the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

4 Fixed Rate Notes only – YIELD

Indication of yield: 13.50 per cent.

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield

5 OPERATIONAL INFORMATION

ISIN Code (Regulation S Notes): XS0869792928

Common Code (Regulation S Notes): 086979292

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s): Not Applicable

Delivery: Delivery against payment

Names and addresses of additional Paying Agent(s) (if any): Not Applicable

SUBORDINATED LOAN AGREEMENT

The following is the text of the Subordinated Loan Agreement:

Subordinated Loan Agreement, dated 20 December 2012, **between:**

- (1) **COMMERCIAL BANK "RENAISSANCE CAPITAL" (LIMITED LIABILITY COMPANY)**, a limited liability company established under the laws of the Russian Federation whose registered office is at 14 Kozhevnickeskaya Ulitsa, Moscow 115114, Russian Federation (the "**Borrower**"); and
- (2) **RENAISSANCE CONSUMER FUNDING LIMITED**, a private limited liability company incorporated under the laws of Ireland whose registered office is at 53 Merrion Square, Dublin 2, Ireland (the "**Lender**").

Whereas:

- (A) The Lender has at the request of the Borrower agreed to make available to the Borrower a loan in the amount of U.S.\$100,000,000 on the terms and subject to the conditions of this Agreement.
- (B) The Lender and the Borrower have agreed that, on the occurrence of a Bankruptcy Event (as defined below), the claims of the Lender in respect of the Loan shall be subordinated to the claims of Senior Creditors (as defined below) of the Borrower in accordance with the Insolvency Law (as defined below).
- (C) The Borrower intends the Loan to be qualified as Own Funds within the meaning of paragraph one of Section 3.11.1 of Regulation No. 215-P (as defined below).

It is hereby agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement (including the recitals), the following terms shall have the meanings indicated:

"**Acceleration Event**" has the meaning assigned to such term in Clause 12.3 hereof.

"**Account**" means the account number 11616064 in the name of the Lender with the Principal Paying Agent at its Specified Office, as defined in the Agency Agreement.

"**Affiliate**" of any specified person means (i) any other person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified person or (ii) any other person who is a director or officer (a) of such specified person, (b) of any Subsidiary of such specified person or (c) of any person described in (i) or (ii) above. For the purpose of this definition, "**control**" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Agency**" means any agency, authority, central bank, department, government, legislature, minister, official or public statutory person (whether autonomous or not) of, or of the government of, any state.

"**Agency Agreement**" means, as it applies to the Notes, the third amended and restated agency agreement dated 13 December 2012 as may be further amended, varied or supplemented from time to time and references to "**Paying Agent**" and "**Principal Paying Agent**" are to agents appointed thereunder.

"**Agreement**" means this Agreement as originally executed or as it may be amended from time to time.

"**Approval Date**" means the date falling 90 days after the date of this Agreement.

"**Arrangement Fee**" has the meaning given to it in Clause 3.2.

"**Auditors**" means the auditors for the time being of the IFRS consolidated financial statements of the Group or, if they are unable or unwilling to carry out any action requested of them under this Agreement, such other internationally recognised firm of accountants as may be approved in writing by the Lender for this purpose.

"**Bankruptcy Event**" means the entry into force of a final decision of a competent Russian court finding the Borrower bankrupt.

"**Borrower's Account**" means the account held with JPMorgan Chase Bank N.A. New York, with details SWIFT: CHASUS33, Account No. 400912805.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for general business in Dublin, Moscow, New York City and in the city where the Specified Office (as defined in the Agency Agreement) of the Principal Paying Agent is located.

"**Capital Stock**" means the participation interests comprising the charter capital of the Borrower.

"**Central Bank**" or "**CBR**" means the Central Bank of the Russian Federation – Bank of Russia or such other governmental or other authority as shall from time to time carry out functions in relation to the supervision of banks in the Russian Federation as are, on the date hereof, carried out by the CBR.

"**Closing Date**" means 21 December 2012.

"**Conditions**" means the terms and conditions of the Notes.

"**Event of Default**" means an Acceleration Event.

"**Final Conclusion**" means the final conclusion (*zakluchenie*) of the CBR confirming the final unconditional approval by the CBR of this Agreement and the Loan as a subordinated loan eligible for inclusion into own funds within the meaning of paragraph one of Section 3.11.1 of Regulation No. 215-P ("**Own Funds**") of the Borrower.

"**Group**" means the Borrower and its Subsidiaries taken as a whole.

"**Guarantee**" means any financial obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any Indebtedness or other obligation of any other person and any obligation, direct or indirect, contingent or otherwise, of such person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "**Guarantee**" will not include endorsements for collection or deposit in the ordinary course of business. The term "**Guarantee**" used as a verb has a corresponding meaning.

"**IAS**" means the International Accounting Standards issued by the International Accounting Standards Board (as amended, supplemented or re-issued from time to time).

"**IFRS**" means International Financial Reporting Standards, (formerly International Accounting Standards) and Interpretations issued by the International Accounting Standards Board ("**IASB**") and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB (as amended, supplemented or re-issued from time to time).

"**Indebtedness**" means, without duplication, any indebtedness, in respect of any person for, or in respect of, moneys borrowed or raised including, without limitation, any amount raised by

acceptance under any acceptance credit facility; any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; any amount raised pursuant to any issue of shares which are expressed to be redeemable either on a compulsory basis or at the option of the shareholder; any amount raised under any other transaction (including, but without limitation to, any forward sale or purchase agreement) having the economic or commercial effect of a borrowing; and the amount of any liability in respect of any Guarantee or indemnity for any of the items referred to above.

"**Insolvency Law**" has the meaning given to it in Clause 4.1.

"**Interest Payment Date**" means 21 June and 21 December of each year, commencing on 21 June 2013.

"**Interest Period**" means each period beginning on (but excluding) the Closing Date or any Interest Payment Date and ending on (and including) the next Interest Payment Date.

"**Interest Rate**" means 13.50 per cent. from (but excluding) the Closing Date to (and including) the Repayment Date.

"**Lien**" means any mortgage, pledge, encumbrance, easement, restriction, covenant, right-of-way, servitude, lien, charge or other security interest or adverse claim of any kind (including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction and any conditional sale or other title retention agreement or lease in the nature thereof).

"**Loan**", at any time, means an amount equal to the aggregate principal amount granted by the Lender pursuant to Clause 2.1 and (where the context so requires) outstanding at such time.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) or immediate prospects of the Borrower or any of its Material Subsidiaries; (b) the Borrower's ability to perform or comply with its obligations under this Agreement or (c) the validity or enforceability of this Agreement or the rights or remedies of the Lender thereunder.

"**Material Subsidiary**" means (i) any Affiliate of the Borrower which, in accordance with IFRS, as consistently applied, would be included in the IFRS consolidated financial statements of the Group; or (ii) at any given time, a Subsidiary of the Borrower which:

- (a) has gross income representing 10 per cent. or more of the consolidated gross income of the Group; or
- (b) has total assets representing 10 per cent. or more of the consolidated total assets of the Group,

in each case calculated on a consolidated basis in accordance with IFRS, as consistently applied.

Compliance with the conditions set out in paragraphs (a) and (b) above shall be determined by reference to the latest audited or unaudited consolidated annual or, as the case may be, audited or unaudited consolidated interim financial statements of that Subsidiary and the latest audited consolidated annual or, as the case may be, audited or unaudited consolidated interim financial statements of the Group, provided however, that an Officers' Certificate that a Subsidiary of the Borrower is or is not a Material Subsidiary, accompanied by a report by the Auditors addressed to the Directors of the Borrower as to proper extraction of the figures used in the Officers' Certificate in determining the Material Subsidiaries of the Borrower and mathematical accuracy of the calculations shall, in the absence of manifest error, be conclusive and binding on all parties.

"**Noteholder**" means, in relation to a Note, the person in whose name such Note is for the time being registered in the register of Noteholders (or, in the case of a joint noteholding, the first named holder thereof).

"**Notes**" means the Series 3 U.S.\$100,000,000 13.50 per cent. loan participation notes due 2018, to be issued by the Lender (in its capacity as Issuer) pursuant to the Trust Deed.

"Officers' Certificate" means a certificate signed on behalf of the Borrower by two officers of the Borrower at least one of whom shall be the principal executive officer, principal accounting officer or principal financial officer of the Borrower, in a form similar to that set out in Schedule 1 of this Agreement.

"Original Financial Statements" means:

- (a) the most recent audited IFRS consolidated financial statements of the Group; and
- (b) the most recent audited IFRS unconsolidated financial statements of the Borrower.

"Permitted Liens" means:

- (a) any Lien over or affecting any asset acquired by a member of the Group after the date hereof and subject to which such asset is acquired, if:
 - (i) such Lien was not created in contemplation of the acquisition of such asset by a member of the Group;
 - (ii) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such asset by a member of the Group; and
 - (iii) such Lien is removed or discharged within three calendar months of the date of acquisition of such asset;
- (b) any Lien over or affecting any asset of any company which becomes a member of the Group after the date hereof, where such Lien is created prior to the date on which such company becomes a member of the Group, if:
 - (i) such Lien was not created in contemplation of the acquisition of such company;
 - (ii) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such company; and
 - (iii) such Lien is removed or discharged within three calendar months of such company becoming a member of the Group;
- (c) any netting or set-off arrangement entered into by any member of the Group in the normal course of its banking arrangements for the purpose of netting debit and credit balances;
- (d) any Lien upon, or with respect to, any present or future assets or revenues or any part thereof which is created pursuant to (i) any pledge of assets as security for the obligations of the Borrower or (ii) any securitisation of receivables, asset-backed financing or similar financing structure and whereby all payment obligations secured by such Lien or having the benefit of such Lien, are to be discharged solely from such assets or revenues, *provided that* the aggregate value of assets or revenues subject to such Lien when added to the aggregate value of assets or revenues which are the subject of any securitisation of receivables, asset-backed financing or similar financing structure, does not, at any such time, exceed 30 per cent. of the loans and advances to customers, as determined at any time by reference to the most recent quarterly balance sheet of the Borrower prepared in accordance with IFRS;
- (e) any title transfer or retention of title arrangement entered into by any member of the Group in the normal course of its trading activities on the counterparty's standard or usual terms;
- (f) any Lien arising by operation of law and in the normal course of business, if such Lien is discharged within 14 days of arising;

- (g) Liens incurred, or pledges and deposits in connection with workers' compensation, unemployment insurance and other social security benefits, and leases, appeal bonds and other obligations of like nature in the ordinary course of business;
- (h) Liens for *ad valorem*, income or property taxes or assessments and similar charges which either are not delinquent or are being contested in good faith by appropriate proceedings for which the Borrower has set aside in its books of account reserves to the extent required by IFRS, as consistently applied;
- (i) any Lien granted by any Subsidiary of the Borrower in favour of the Borrower;
- (j) Liens upon, or with respect to, any present or future assets or revenues or any part thereof which is created pursuant to any Repo transaction;
- (k) Liens arising pursuant to any agreement (or other applicable terms and conditions) which is standard or customary in the relevant market relating to the establishment of margin deposits and similar arrangements in connection with interest rate and foreign currency hedging operations;
- (l) any Lien existing on the date of this Agreement;
- (m) any other Lien or Liens where the aggregate value of the assets or revenues subject to such Lien or Liens does not exceed U.S.\$5,000,000; and
- (n) any extension, renewal of or substitution for any Lien permitted by any of the preceding paragraphs (a) through (m), provided, however, that such extension, renewal or replacement shall be no more restrictive in any material respect than the original Lien; with respect to Liens incurred pursuant to this paragraph (n) the principal amount secured has not increased (other than any increase representing costs, fees, expenses or commission associated with such extension, renewal or substitution) and the Liens have not been extended to any additional property or assets (other than the proceeds of the property or assets in question).

"**person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, company, firm, trust, organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"**Potential Acceleration Event**" means any event or circumstances which would, with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement become an Acceleration Event.

"**Principal Trust Deed**" means the third amended and restated principal trust deed dated 13 December 2012 between the Lender and Trustee in relation to the Programme as amended by a deed of amendment dated 19 December 2012 and as further amended, varied or supplemented from time to time.

"**Programme**" means the programme for the issuance of loan participation notes by the Lender for the purposes of funding loans to the Borrower.

"**Qualifying Jurisdiction**" means any jurisdiction in which the Lender or any successor thereto (including permitted assignees and transferees) is entitled to receive payments of interest on the Loan under a double taxation agreement in force on such date (subject to the completion of any necessary procedural formalities) providing for full exemption from Russian withholding tax on interest derived from a source within the Russian Federation to a resident of such jurisdiction.

"**Regulated Market**" means a market for securities, within the meaning of Article 4.1(14) of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments, which appears in the list of regulated markets drawn up by the EEA Member State in which the market is situated or operates.

"Regulation No. 215-P" means CBR Regulation No 215-P dated 10 February 2003 "On the method of determination of own funds (capital) of credit organisations", as amended, supplemented or replaced.

"Repayment Date" means 21 June 2018.

"Repo" means a securities repurchase or resale agreement or reverse repurchase or resale agreement, a securities lending or rental agreement or any agreement relating to securities which is similar in effect to any of the foregoing and for the purposes of this definition, the term **"securities"** means any capital stock, share, debenture or other debt or equity instrument, or derivative thereof, whether issued by any public or private company, any government or Agency or instrumentality thereof or any supranational, international or multinational organisation.

"Same-Day Funds" means Dollar funds settled through the New York Clearing House Interbank Payments System or such other funds for payment in immediately available, freely transferable and cleared U.S. Dollars as the Lender may at any time determine to be customary for the settlement of international transactions in New York City of the type contemplated hereby.

"Securities Act" means the U.S. Securities Act of 1933.

"Senior Creditors" means all creditors of the Borrower other than (i) creditors of the Borrower whose claims are in respect of the Capital Stock of the Borrower or (ii) creditors whose claims rank equally with or are subordinated to the claims of the Lender under this Agreement pursuant to Russian law or agreement (to the extent permitted by Russian law).

"Stock Exchange" means the Irish Stock Exchange Limited.

"Subscription Agreement" means the subscription agreement dated on or about the date hereof between the Borrower, the Lender and Goldman Sachs International.

"Subsidiary" of any specified person means any corporation, partnership, joint venture, association or other business or entity, whether now existing or hereafter organised or acquired, (a) in the case of a corporation, of which more than 50 per cent. of the total voting power entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is held by such first-named person and/or any of its Subsidiaries and such first-named person or any of its Subsidiaries has the power to direct the management, policies and affairs thereof; or (b) in the case of a partnership, joint venture, association, or other business or entity, with respect to which such first-named person or any of its Subsidiaries has the power to direct or cause the direction of the management and policies of such entity by contract or otherwise if (in each case) in accordance with IFRS, as consistently applied, such entity would be consolidated with the first-named person for financial statement purposes.

"Supplemental Trust Deed" means the supplemental trust deed between the Lender and the Trustee dated 21 December 2012 supplementing the Principal Trust Deed in relation to the Notes.

"Taxes" means any taxes (including interest or penalties thereon) which are now or at any time hereafter imposed, assessed, charged, levied, collected, demanded, withheld or claimed by the Russian Federation, Ireland or any taxing authority thereof or therein provided, however, that for the purposes of this definition the references to Ireland shall, upon the occurrence of the Relevant Event (as this term is defined in the Trust Deed), be deemed to be references to the jurisdiction in which the Trustee is domiciled for tax purposes; and the term **"Tax"** and **"Taxation"** shall be construed accordingly.

"Treaty" means the agreement between the Russian Federation and Ireland (or any other jurisdiction in which the Lender may be resident for tax purposes) for the avoidance of double taxation.

"Trust Deed" means the Principal Trust Deed as supplemented by the Supplemental Trust Deed which together constitute the Notes for the equal and rateable benefit of the Noteholders between the Lender (in its capacity as Issuer) and the Trustee, as amended, varied or supplemented from time to time.

"Trustee" Citibank, N.A., London Branch, as trustee under the Trust Deed and any successor thereto as provided thereunder.

"U.S. Dollars" and "U.S.\$" mean the lawful currency of the United States of America.

1.2 Interpretation

Unless the context or the express provisions of this Agreement otherwise require, the following shall govern the interpretation of this Agreement:

- 1.2.1** All references to "**Clause**" or "**Sub-Clause**" are references to a Clause or a Sub-Clause of this Agreement.
- 1.2.2** The terms "**hereof**", "**herein**" and "**hereunder**" and other words of similar import shall mean this Agreement as a whole and not any particular part hereof.
- 1.2.3** Words importing the singular number include the plural and vice versa.
- 1.2.4** The table of contents and the headings are for convenience only and shall not affect the construction hereof.
- 1.2.5** All references to "**taxes**" include all present or future taxes, levies, imposts and duties of any nature and the terms "**tax**" and "**taxation**" shall be construed accordingly.
- 1.2.6** All references to "**laws**" and "**regulations**" include such laws and regulations as amended from time to time.

2 Loan

2.1 Loan

On the terms and subject to the conditions set forth herein, the Lender hereby agrees to make available to the Borrower, and the Borrower hereby agrees to borrow from the Lender, the loan in the total aggregate amount of U.S.\$100,000,000.

2.2 Purpose

The proceeds of the Loan will be used for general banking purposes, but the Lender shall not be concerned with the application thereof.

3 Drawdown

3.1 Drawdown

On the terms and subject to the conditions set forth herein, on the Closing Date the Lender shall make the Loan to the Borrower and the Borrower shall make a single drawing in the full amount of the Loan.

3.2 Loan Arrangement Fee

In consideration of the Lender's undertaking to make a Loan available to the Borrower, the Borrower hereby agrees that it shall, one Business Day before the Closing Date, pay to the Lender, in Same-Day Funds an arrangement fee in connection with the financing of the Loan (an "**Arrangement Fee**") as separately set out in paragraph 1.1 of the Upfront Fee Side Letter between the Lender, the Borrower, the Trustee, the Principal Paying Agent and the other parties mentioned therein, dated 20 December 2012.

3.3 Disbursement

Subject to the conditions set forth herein, on the Closing Date the Lender shall transfer the full amount of the Loan to the Borrower's Account in Same-Day Funds.

3.4 Ongoing Fees and Costs

In consideration of the Lender agreeing to make the Loan to the Borrower, the Borrower shall pay on demand to the Lender, as and when such payments are due, ongoing fees and costs equal to an amount or amounts of ongoing commissions and costs for its documented expenses relating to the Lender's management and operation (including, without limitation, any taxes, audit fees, stock exchange fees, corporate service provider fees or any anticipated costs to be incurred in connection with the orderly winding-up of the Lender) in servicing the Loan as set forth to the Borrower in an invoice from the Lender. Before such payment is made by the Borrower, the Lender shall submit an invoice providing, in reasonable detail, the nature and calculation of the relevant payment or cost.

3.5 Acts of Acceptance

In connection with all payments to be made under Clauses 3.2, 3.4 and 13, if so requested by the Borrower, the Borrower and the Lender shall, within 60 days of such payment becoming due or such indemnity claim being made, enter into and sign a delivery and acceptance act, prepared by the Borrower, with respect to the amounts to be paid by the Borrower. Such delivery and acceptance act shall specify (i) the amount due, (ii) any applicable Russian income tax withholding, (iii) any applicable Russian VAT, and (iv) the resulting total tax-inclusive amount to be paid by the Borrower.

4 Subordination of the Loan

4.1 Subordination

The claims of the Lender against the Borrower under this Agreement in respect of the principal of, and interest on, the Loan will be subordinated, on a Bankruptcy Event, to the claims of Senior Creditors in accordance with the Federal Law "On Insolvency (Bankruptcy) of Credit Organisations" No. 40-FZ dated 25 February 1999 (as amended, replaced or superseded from time to time) (the "**Insolvency Law**"), and will rank at least *pari passu* with the claims of other subordinated creditors of the Borrower (whether actual or contingent) having a fixed maturity from time to time outstanding and will be senior to the claims of holders of the Borrower's Capital Stock in their capacity as participants.

4.2 Report

A report in writing as to the solvency of the Borrower by the liquidator or administrator of the Borrower shall, unless the contrary is proved, be treated and accepted by the Borrower and the Lender as correct and sufficient evidence thereof.

4.3 Set-Off

Subject to applicable law, the Lender shall not exercise or claim any right of set-off in respect of any amount owed to it arising under or in connection with this Agreement by the Borrower, and the Lender shall, by virtue of its execution of this Agreement, be deemed to have waived all such rights of set-off.

4.4 Reclassification

If the CBR fails to issue the Final Conclusion to the Borrower by the Approval Date, Clause 4.1 shall not apply and the claims of the Lender against the Borrower in respect of principal of and interest on the Loan will, in the event of a Bankruptcy Event, rank at least *pari passu* with the claims of Senior Creditors and the Loan shall be treated as senior in priority to any subordinated debt or Capital Stock of the Borrower.

5 Interest

5.1 Interest Rate

The Borrower will (unless the Loan has been prepaid in accordance with Clause 6) pay interest in U.S. Dollars to the Lender on the outstanding principal amount of the Loan from (but excluding)

the Closing Date and thereafter from (but excluding) each Interest Payment Date, in each case to (and including) the next Interest Payment Date at the Interest Rate.

5.2 Rounding

For the purposes of any calculations required in respect of this Agreement (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country or countries of such currency.

5.3 Payment

Interest shall accrue from day to day at the Interest Rate, starting from (but excluding) the Closing Date to (and including) the Repayment Date, and shall be paid in U.S. Dollars, semi-annually, in arrear, not later than 10 a.m. (New York City time) one Business Day prior to each Interest Payment Date in Same-Day Funds. Interest on the Loan will cease to accrue from the due date for repayment or prepayment thereof unless payment of principal is improperly withheld or refused by the Borrower, in which event interest will continue to accrue (before or after any judgment) at the Interest Rate to, but excluding, the date on which payment in full of the principal thereof is made.

The amount of interest payable in respect of the Loan for any Interest Period shall be calculated by applying the applicable Interest Rate to the amount of the Loan, dividing the product by two and rounding the resulting figure to the nearest cent (half a cent being rounded upwards). If interest is required to be calculated for a period of less than six months, it will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of actual days elapsed.

If an Interest Payment Date would otherwise fall on a day that is not a Business Day, payment of interest falling on such Interest Payment Date shall be postponed to the next day that is a Business Day.

6 Repayment and Prepayment

6.1 Repayment

Except as otherwise provided herein:

6.1.1 the Borrower shall repay the Loan (including, for the avoidance of doubt, all sums (if any) in relation to accrued and unpaid interest calculated to the last day of the last Interest Period and any other sums due and payable by the Borrower pursuant to this Agreement to the extent unpaid (other than payments pursuant to Clause 3.4, but without prejudice to any separate rights that the Lender may have to recover pursuant to such Clause)) not later than 10 a.m. (New York City time) on the Business Day prior to the Repayment Date;

6.1.2 the Borrower shall not prepay all or any part of the Loan or interest on the Loan unless (i) the parties agree otherwise and (ii) only with the prior written consent of the CBR;

6.1.3 this Agreement may not be terminated earlier than the Repayment Date unless (i) the parties agree otherwise and (ii) only with the prior written consent of the CBR; and

6.1.4 no amendment, modification or waiver to this Agreement shall be permitted without the prior approval of the CBR.

6.2 Prepayment by Reason of Amendment to CBR Regulations

Notwithstanding the provisions of Clause 6.1, the Borrower at its option, and with the prior written consent of the CBR, may prepay the Loan, following the receipt of the Final Conclusion, at any time, if, as a result of any amendment to, clarification of or change in (including a change

in interpretation or application of), Regulation No. 215-P or other applicable requirements of the CBR, the principal amount of the Loan would fully cease to qualify as Own Funds. Notice of such payment together with an Officer's Certificate confirming the existence of the relevant circumstances permitting such a prepayment shall be given by the Borrower to the Lender not less than 30 days prior to the date of such prepayment. Upon the delivery of such notice and, if applicable, such Officer's Certificate, the Borrower shall be required on the prepayment date to repay the Loan (in whole but not in part) at the principal amount thereof together with interest accrued to such prepayment date and all other amounts payable by the Borrower pursuant to this Agreement up to such prepayment date.

6.3 Special Prepayment if Loan is not Approved for Inclusion in Own Funds of the Borrower

Notwithstanding the provisions of Clause 6.1, if, by the Approval Date, the CBR has not issued the Final Conclusion to the Borrower, then the Borrower may (without penalty), upon not less than 20 days' notice (which notice shall be irrevocable) to the Lender prepay the Loan in whole (but not in part) at 101 per cent. at any time.

6.4 Prepayment in the Event of Taxes

Notwithstanding the provisions of Clause 6.1, if by reason of the introduction of any change in any Russian law, regulation, regulatory requirement or directive of any Russian Agency after the date of this Agreement, the Borrower would thereby be required to make or increase any payment due pursuant to this Agreement as provided in Clauses 7.2 or 7.3 (other than, in each case, where the increase in payment is in respect of any amounts due or paid pursuant to Clauses 3 and 14), or if (for whatever reason) the Borrower would have to or has been required to pay additional amounts pursuant to Clause 9, and in any such case such obligation cannot be avoided by the Borrower taking reasonable measures available to it, then the Borrower may (without premium or penalty) if it obtains the prior consent of the CBR, upon not more than 60 nor less than 30 days' prior notice to the Lender (which notice shall be irrevocable), prepay the Loan relating to this Agreement in whole (but not in part) at any time. For the avoidance of doubt, the parties agree that the Borrower shall not be permitted to prepay the Loan pursuant to this Clause 6.4 if the Borrower is required to increase any payment due pursuant to Clause 7.3 of this Agreement by reason of a failure to obtain and thereafter to maintain a listing or quotation for the Notes on the Stock Exchange, or otherwise on an internationally recognised stock exchange, which is both a Regulated Market and a "recognised" stock exchange for the purposes of Section 64 of the Irish Taxes Consolidation Act 1997.

Prior to giving any such notice in the event of an increase in payment pursuant to Clause 7.2, the Borrower shall deliver to the Lender, with a copy to the Trustee, an Officers' Certificate confirming that it would be required to increase the amount payable, supported by an opinion of an independent tax adviser addressed to the Lender.

6.5 Reduction of Loan Upon Redemption and Cancellation of Notes

The Borrower, or any of its Subsidiaries, may from time to time, in accordance with the Conditions of the Notes (having an aggregate principal value of at least U.S.\$1,000,000), purchase Notes in the open market or by tender or by a private agreement at any price. In the event that, following prior written consent by the CBR thereto, an amount of Notes is surrendered to the Lender for cancellation by the Borrower, or such Subsidiary, and cancelled, the Loan shall be deemed to have been prepaid by the Borrower in an amount corresponding to the aggregate principal amount of the Notes surrendered to the Lender for cancellation, together with accrued interest (if any) thereon and no further payment shall be made or required to be made by the Borrower in respect of such amounts.

6.6 Payment of Other Amounts

If the Loan is to be prepaid by the Borrower pursuant to any of the provisions of Clauses 6.2, 6.3 or 6.4 the Borrower shall, simultaneously with such prepayment, pay to the Lender accrued interest thereon to the date of actual payment and all other sums payable by the Borrower pursuant to this Agreement. For the avoidance of doubt, if the principal amount of the Loan is reduced pursuant to the provisions of Clause 6.5, then no interest shall accrue or be payable

during the Interest Period in which such reduction takes place in respect of the amount by which the Loan is so reduced and the Borrower, or the relevant Subsidiary of the Borrower, as the case may be, shall not be entitled to any interest in respect of the cancelled Notes.

7 Payments

7.1 Making of Payments

All payments of principal, interest and additional amounts (other than those in respect of Reserved Rights, as defined in the Principal Trust Deed) to be made by the Borrower under this Agreement shall be made unconditionally by credit transfer to the Lender not later than 10.00 a.m. (New York City time) one Business Day prior to each Interest Payment Date or the Repayment Date (as the case may be) in Same-Day Funds to the Account or as the Trustee may otherwise direct following the occurrence of a Potential Acceleration Event, an Acceleration Event or a Relevant Event (as defined in the Principal Trust Deed). The Borrower shall, before 10.00 a.m. (New York City time) on the second Business Day prior to each Interest Payment Date or the Repayment Date or such other date (as the case may be) procure that the bank effecting such payments on its behalf confirms to the Principal Paying Agent by tested telex or authenticated SWIFT message the payment instructions relating to such payment. The Lender agrees with the Borrower that it will not deposit any other monies into the Account and that no withdrawals shall be made from the Account other than as provided for and in accordance with the Trust Deed and the Agency Agreement.

The parties to the Trust Deed and the Agency Agreement are intended by the parties to this Agreement to have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Clause 7.1.

7.2 No Set-Off, Counterclaim or Withholding; Gross-Up

All payments to be made by the Borrower under this Agreement shall be made in full without set-off or counterclaim and (except to the extent required by law) free and clear of and without deduction for or on account of any Taxes. If the Borrower shall be required by applicable law to make any deduction or withholding from any payment under this Agreement for or on the account of such Taxes, it shall, on the due date for such payment, increase any payment of principal, interest or any other payment due under this Agreement to such amount as may be necessary to ensure that the Lender receives a net amount in U.S. Dollars equal to the full amount which it would have received had payment not been made subject to such Taxes, shall promptly account to the relevant authorities for the relevant amount of such Taxes so withheld or deducted within the time allowed for such payment under the applicable law and shall deliver to the Lender without undue delay evidence of such deduction or withholding and evidence of the accounting therefor to the relevant taxing authority. If the Lender pays any amount in respect of such Taxes, the Borrower shall pay on the demand of the Lender an amount in U.S. Dollars equal to such documented payment by the Lender in respect of such Taxes.

7.3 Withholding on Notes

Without prejudice to the provisions of Clause 7.2, if the Lender notifies the Borrower (setting out in reasonable detail the nature and extent of the obligation) that it has become obliged to make any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Ireland or any political subdivision or any authority thereof or therein having the power to tax from any payment which it is obliged to make, or would be obliged to make but for the imposition of any such withholding or deduction for or on account of any such taxes, under or in respect of the Notes, the Borrower agrees to pay to the Lender, not later than 10:00a.m. (New York City time) one Business Day prior to the date on which payment is due to the Noteholders in Same-Day Funds to the Account, such additional amounts as are equal to the additional amounts which the Lender would be required to pay in order that the net amounts received by the Noteholders, after such withholding or deduction, will equal the respective amounts which would have been received by the Noteholders in the absence of such withholding or deduction; provided, however, that the Lender shall procure that immediately upon receipt from any Paying Agent of any sums paid pursuant to this provision, to the extent that the Noteholders are not

entitled to such additional amounts pursuant to the Conditions, the Lender shall repay such additional amounts to the Borrower (it being understood that neither the Lender, nor the Trustee, nor the Principal Paying Agent nor any Paying Agent shall have any obligation to determine whether any Noteholder is entitled to such additional amount).

Any notification by the Lender to the Borrower in connection with this Clause 7.3 shall be given as soon as reasonably practicable after the Lender becomes aware of any obligation on it to make any such withholding or deduction.

7.4 Reimbursement

7.4.1 To the extent that the Lender subsequently obtains or uses any tax credit or allowance or other reimbursements relating to a deduction or withholding with respect to which the Borrower has made a payment pursuant to this Clause 7, it shall pay to the Borrower so much of the benefit it received as will leave the Lender in substantially the same position as it would have been had no additional amount been required to be paid by the Borrower pursuant to this Clause 7; provided, however, that the question of whether any such benefit has been received, and accordingly, whether any payment should be made to the Borrower, the amount of any such payment and the timing of any such payment, shall be determined solely by the Lender (acting reasonably), provided that the Lender shall notify the Borrower promptly upon determination that it has received any such benefit. The Lender shall have the absolute discretion whether, and in what order and manner, it claims any credit or refunds available to it, and the Lender shall in no circumstances be obliged to disclose to the Borrower any information regarding its tax affairs or computations.

7.4.2 If as a result of a failure to obtain relief from deduction or withholding of any Taxes referred to in Clause 7.2 (i) such Taxes are deducted or withheld by the Borrower and pursuant to this Clause 7.4.2 an increased amount is paid by the Borrower to the Lender in respect of such deduction or withholding, and (ii) following the deduction or withholding of Taxes as referred to above the Lender (upon instructions by the Borrower) applies to the competent taxing authority for a withholding tax refund and such withholding tax is refunded or repaid by the relevant taxing authority, the Lender shall as soon as reasonably practicable notify the Borrower of the receipt of such withholding tax refund and promptly transfer the actually received amount of the withholding tax refund in the currency actually received and less any applicable costs to a bank account of the Borrower specified for that purpose by the Borrower.

7.5 Notification and Substitution

7.5.1 The Lender agrees upon becoming aware of such, promptly to notify the Borrower and the Trustee if it ceases to be tax resident in Ireland or opens a permanent establishment in Russia or any other jurisdiction or if any of the representations set forth in Clause 10.2 are no longer true and correct.

7.5.2 If the Lender ceases, as a result of the Lender's actions, to be tax resident in a jurisdiction for the purposes of a double taxation treaty between the Russian Federation and such jurisdiction, and such cessation results in the Borrower being required to make payments pursuant to Clause 7.2, then, except in circumstances where the Lender has ceased to be tax resident in such jurisdiction by reason of any change of law (as described by Clause 9) (including, without limitation, a change in a double taxation treaty or in such law or treaty's application or interpretation), the Borrower may require the Lender to seek the substitution of the Lender as Issuer of the Notes and as lender under this Agreement pursuant to and in accordance with the provisions of Clause 17 of the Principal Trust Deed. Costs and expenses relating to or arising out of such substitution, shall be treated as a cost payable pursuant to Clause 3.4, without any further demand or formalities required thereunder.

7.5.3 The Borrower agrees to promptly notify the Lender and the Trustee upon becoming aware that the representations in Clause 10.1 are no longer true and correct.

7.6 Mitigation

If at any time either party hereto becomes aware of circumstances which would or might, then or thereafter, give rise to an obligation on the part of the Borrower to make any deduction, withholding or payment as described in Clauses 6.4, 7.2 or 7.3, then, without in any way limiting, reducing or otherwise qualifying the Lender's rights, or the Borrower's obligations, under such Clauses, such party shall promptly upon becoming aware of such circumstances notify the other party, and, thereupon the parties shall consider and consult with each other in good faith with a view to finding, agreeing upon and implementing a method or methods by which any such obligation may be avoided or mitigated and, to the extent that both parties can do so without taking any action which in the reasonable opinion of such party is prejudicial to its own position, take such reasonable steps as may be reasonably available to it to avoid such obligation or mitigate the effect of such circumstances. All properly incurred and documented costs and expenses (including but not limited to legal fees) incurred by the Lender in connection with this Clause shall be treated as a cost payable pursuant to Clause 3.4, without any further demand or formalities required thereunder.

7.7 Withholding Tax Exemption

7.7.1 The Lender shall, at the request and cost of the Borrower, use its best endeavours to provide the Borrower no later than 10 Business Days before the first Interest Payment Date with respect to the Loan made pursuant to this Agreement (and thereafter as soon as possible at the beginning of each calendar year but not later than 10 Business Days prior to the first Interest Payment Date with respect to the Loan in that year) with a certificate, issued by the competent Irish authorities, confirming that the Lender is tax resident in Ireland, provided that the Lender shall not be liable for any failure to provide, or any delays in providing, such residency certificate as a result of any action or inaction of the competent Irish authorities, but shall notify the Borrower without delay about any such failure or delay with a written description of the actions taken by the Lender to obtain such residency certificate. Such certificate shall be appropriately apostilled and a certified translation supplied.

7.7.2 The Borrower and the Lender (using its best endeavours and in accordance with law) agree that, should the Russian legislation regulating the procedure for obtaining an exemption from Russian income tax withholding or the interpretation thereof by the relevant competent authority change then the procedure referred to in sub-Clause 7.7.1 will be deemed changed accordingly.

7.7.3 The Lender shall within 30 days of the request of the Borrower (to the extent it is able to do so under applicable law including Russian laws) deliver to the Borrower such other information or forms to be duly completed and delivered as may be needed to obtain a tax refund if a relief from deduction or withholding of Russian taxes has not been obtained. If required, the other forms referred to in this sub-Clause 7.7.3 shall be duly signed by the Lender and stamped or otherwise approved by the competent tax authority in Ireland and any requisite power of attorney issued by the Lender to the Borrower shall be duly signed and apostilled or otherwise legalised. The Lender shall provide the Borrower with all assistance it may reasonably require to ensure that the Borrower, on behalf of the Lender, can deliver to the tax authorities the information or forms specified in this sub-Clause 7.7.3. If, further to an application of the Borrower, on behalf of the Lender, to the relevant Russian taxing authority to obtain a tax refund the latter requests the Lender's Rouble bank account details, the Lender shall at the request of the Borrower (a) use its commercially reasonable efforts to procure that such Rouble bank account of the Lender is duly opened and maintained, and (b) thereafter furnish the Borrower with the details of such Rouble bank account. The Borrower shall indemnify the Lender for all out-of-pocket costs and expenses incurred by the Lender as a result of steps undertaken pursuant to this sub-Clause 7.7.3.

8 Conditions Precedent

The obligation of the Lender to make the Loan shall be subject to the further conditions precedent that as of the Closing Date (a) the representations and warranties made and given by the Borrower in Clause 10.1

shall be true and accurate as if made and given on the Closing Date with respect to the facts and circumstances then existing, (b) no Acceleration Event or Potential Acceleration Event shall have occurred and be continuing, (c) the Borrower shall not be in breach of any of the terms, conditions and provisions of the this Agreement, (d) the Supplemental Trust Deed shall have been executed and delivered, and the Lender shall have received the full amount of the proceeds of the issue of the Notes pursuant to the Subscription Agreement and this amount is available to the Lender for distribution and (e) the Lender shall have received in full the amount referred to in Clause 3.2.

9 Change in Law; Increase in Cost

9.1 Compensation

In the event that after the date of this Agreement there is any change in or introduction of any Tax, law, regulation, regulatory requirement or official directive (whether or not having the force of law but, if not having the force of law, the observance of which is in accordance with the generally accepted financial practice of financial institutions in the country concerned) or in the interpretation or application thereof by any person charged with the administration thereof and/or any compliance by the Lender in respect of the Loan with any request, policy or guideline (whether or not having the force of law but, if not having the force of law, the observance of which is in accordance with the generally accepted financial practice of financial institutions in the country concerned) from or of any central bank or other fiscal, monetary or other authority, agency or any official of any such authority, which:

9.1.1 subjects or will subject the Lender to any Taxes with respect to payments of principal of or interest on the Loan or any other amount payable under this Agreement; or

9.1.2 increases or will increase the Taxation of or changes or will change the basis of Taxation of payments to the Lender of principal of or interest on the Loan or any other amount payable under this Agreement; or

9.1.3 imposes or will impose on the Lender any other condition affecting this Agreement or the Loan,

and if as a result of any of the foregoing:

(i) the cost to the Lender of making, funding or maintaining the Loan is increased; or

(ii) the amount of principal, interest or additional amounts payable to or received by the Lender under this Agreement is reduced; or

(iii) the Lender makes any payment or foregoes any interest or other return on or calculated by reference to the gross amount of any sum receivable by it from the Borrower hereunder or makes any payment or foregoes any interest or other return on or calculated by reference to the gross amount of the Loan, then subject to the following, and in each such case:

(a) the Lender shall, as soon as practicable after becoming aware of such increased cost, reduced amount or payment made or foregone, give written notice to the Borrower, together with a certificate describing in reasonable detail the introduction or change or request which has occurred and the country or jurisdiction concerned and the nature and date thereof and demonstrating the connection between such introduction, change or request and such increased cost, reduced amount or payment made or foregone, and setting out in reasonable detail the basis on which such amount has been calculated and all relevant supporting documents evidencing the matters set out in such certificate; and

(b) in the case of Clauses (i) and (iii) above, payments made by the Borrower under Clause 3.4 of this Agreement shall be increased by the amount equal to such increased cost, and, in the case of Clause (ii)

above, at the time the amount so reduced would otherwise have been payable, pay to the Lender such additional amount equal to such reduction, payment or foregone interest or other return; provided however, that the amount of such increased cost, reduced amount or payment made or foregone shall be deemed not to exceed an amount equal to the proportion which is directly attributable to this Agreement, and provided, further, that the Lender will not be entitled to such additional amount where such reduction, payment or foregone interest or other return arises as a result of the negligence or wilful default of the Lender,

provided that this Clause 9.1 will not apply to or in respect of any matter for which the Lender has already been compensated under Clauses 7.2 or 7.3.

9.2 Mitigation

In the event that the Lender becomes entitled to make a claim pursuant to Clause 9.1 the Lender shall consult in good faith with the Borrower and shall use reasonable efforts (based on the Lender's reasonable interpretation of any relevant Tax, law, regulation, requirement, official directive, request, policy or guideline) to reduce, in whole or in part, the Borrower's obligations to pay any additional amount pursuant to such Clause.

10 Representations and Warranties

10.1 The Borrower's Representations and Warranties

The Borrower represents and warrants to the Lender as follows, with the intent that such shall form the basis of this Agreement and shall remain in full force and effect at the date hereof and shall be deemed to be repeated by the Borrower on the Closing Date:

10.1.1 the Borrower and each of its Material Subsidiaries is duly organised and incorporated and validly existing under the laws of its respective jurisdiction of incorporation and has the power and legal right to own its property, to conduct its business as currently conducted and, in the case of the Borrower only, to enter into and to perform its obligations under this Agreement and to borrow the Loan; the Borrower has taken all necessary corporate, legal and other action required to authorise the borrowing of the Loan on the terms and subject to the conditions of this Agreement and to authorise the execution and delivery of this Agreement and all other documents to be executed and/or delivered by it in connection with this Agreement, and the performance of this Agreement in accordance with its respective terms;

10.1.2 this Agreement has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights generally, and subject, as to enforceability, (i) to general principles of equity, (ii) to the fact that the gross-up provisions contained in Clause 7.2 or 7.3 may not be enforceable under Russian law and (iii) with respect to the enforceability of a judgment, to the laws of the relevant jurisdiction where such judgment must be enforced and whether there is a treaty in force relating to the mutual recognition of foreign judgments;

10.1.3 the execution, delivery and performance of this Agreement by the Borrower will not conflict with or result in any breach or violation of (i) any applicable law or regulation or any order of any governmental, judicial, arbitral or public body or authority in the Russian Federation, (ii) the constitutive documents, rules and regulations of the Borrower or any of its Material Subsidiaries or the terms of the banking licence granted to the Borrower by the Central Bank or (iii) any agreement or other undertaking or instrument to which the Borrower or any of its Material Subsidiaries is a party or which is binding upon the Borrower or any of its Material Subsidiaries or any of their respective assets, nor result in the creation or imposition of any Liens on any of their respective assets pursuant to the provisions of any such agreement or other undertaking

or instrument save where, in respect of (iii) above, such breach or violation or Liens would not have a Material Adverse Effect;

- 10.1.4** all consents, licences, notifications, authorisations or approvals of, or filings with, any governmental, judicial or public bodies or authorities of the Russian Federation (including, without limitation, the Central Bank) (other than any Russian law requirements to provide a Russian court with a duly notarised Russian translation of this Agreement in connection with any proceedings in respect thereof) required by the Borrower in connection with the execution, delivery, performance, legality, validity, enforceability, and admissibility in evidence of this Agreement have been obtained or effected and are and shall remain in full force and effect (excluding for the avoidance of doubt the Final Conclusion and any subsequent filings and/or submissions to be made by the Borrower with the Central Bank in connection therewith);
- 10.1.5** no event has occurred that constitutes, or that, with the giving of notice or the lapse of time, or both, would constitute, an Acceleration Event or a default under any agreement or instrument evidencing any Indebtedness of the Borrower or any Material Subsidiary, and no such event will occur upon the making of the Loan;
- 10.1.6** there are no judicial, arbitral or administrative actions, proceedings or claims (including, but without limitation to, with respect to Taxes) which have been commenced or are pending or, to the knowledge of the Borrower, threatened, against the Borrower or any of its Material Subsidiaries, the adverse determination of which could reasonably be expected to have a Material Adverse Effect;
- 10.1.7** except for Liens of the types referred to in the definition of Permitted Liens in Clause 1.1, the Borrower and each of its Material Subsidiaries has good title to its property free and clear of all Liens and the Borrower's obligations under this Agreement constitute direct, unconditional, unsecured and subordinated obligations of the Borrower;
- 10.1.8** the latest audited IFRS consolidated financial statements of the Group:
- (i) were prepared in accordance with IFRS, as consistently applied;
 - (ii) unless not required by IFRS, as consistently applied, disclose all liabilities (contingent or otherwise) and all unrealised or anticipated losses of the Group; and
 - (iii) save as disclosed therein, present fairly in all material respects the assets and liabilities of the Group as at that date and the results of operations of the Group during the relevant financial year;
- 10.1.9** there has been no material adverse change since the date of the latest audited IFRS consolidated financial statements of the Group in the condition (financial or otherwise), results of business, operations or immediate prospects of the Borrower or any of its Material Subsidiaries or on the Borrower's ability to perform its obligations under this Agreement;
- 10.1.10** the execution, delivery and enforceability of this Agreement is not subject to any tax, duty, fee or other charge, including, but without limitation to, any registration or transfer tax, stamp duty or similar levy, imposed by or within the Russian Federation or any political subdivision or taxing authority thereof or therein (other than state duty paid on any claim, petition or other application filed with a Russian court);
- 10.1.11** neither the Borrower nor any Material Subsidiary nor their respective property has any right of immunity from suit, execution, attachment or other legal process on the grounds of sovereignty or otherwise in respect of any action or proceeding relating in any way to this Agreement;
- 10.1.12** the Borrower and each Material Subsidiary is in compliance in all material respects with all applicable provisions of law;

- 10.1.13** there are no material strikes or other employment disputes against the Borrower or any Material Subsidiary which have been started or are pending or, to its knowledge, threatened;
- 10.1.14** in any proceedings taken in the Russian Federation in relation to this Agreement, the choice of English law as the governing law of this Agreement and any arbitration award obtained in England in relation to this Agreement will be recognised and enforced in the Russian Federation after compliance with the applicable procedures and rules and all other legal requirements in Russia;
- 10.1.15** subject to the performance by the relevant parties of the relevant established procedures in connection with the obtaining of an applicable withholding tax exemption for payments hereunder, no withholding in respect of any Taxes is required to be made from any payment by the Borrower under this Agreement;
- 10.1.16** all material licences, consents, examinations, clearances, filings, registrations and authorisations which are or may be necessary to enable the Borrower or any of its Material Subsidiaries to own its assets and carry on its business are in full force and effect and the Borrower and its Material Subsidiaries are conducting such business in accordance with such licences, consents, examinations, clearances, filings registrations and authorisations;
- 10.1.17** the Borrower is subject, without reservation, to civil and commercial law with respect to its obligations under this Agreement, and its execution of this Agreement constitutes, and its exercise of its rights and performance of its obligations thereunder will constitute, private and commercial acts done and performed for private and commercial purposes; and
- 10.1.18** the Borrower and each Material Subsidiary has no material overdue tax liabilities.

10.2 Lender's Representations and Warranties

The Lender represents and warrants to the Borrower as follows:

- 10.2.1** the Lender is duly incorporated under the laws of Ireland and has full power and capacity to execute this Agreement and to undertake and perform the obligations expressed to be assumed by it herein and therein and the Lender has taken all necessary action to approve and authorise the same;
- 10.2.2** the execution of this Agreement and the undertaking and performance by the Lender of the obligations expressed to be assumed by it herein and therein will not conflict with, or result in a breach of or default under, the laws of Ireland or the constitutive documents, rules and regulations of the Lender or any agreement or instrument to which it is a party or by which it is bound or in respect of indebtedness in relation to which it is a surety;
- 10.2.3** the Lender (i) is a company which at the date hereof is a resident of Ireland in the sense of the double taxation treaty between Russia and Ireland; it, in particular, is subject to taxation in Ireland by reason of its domicile, residence, place of registration as a legal entity, place of effective management or any other criterion of a similar nature and it is not subject to taxation in Ireland merely on income from sources in Ireland, (ii) does not have any current intentions to effect, during the term of the Loan, any corporate action or reorganisation or change of taxing jurisdiction that would result in the Lender ceasing to be a tax resident of Ireland in the sense of the double taxation treaty between Russia and Ireland and subject to taxation in Ireland and (iii) will be able to obtain a certificate confirming its tax residence in Ireland from the Irish tax authorities for the purposes of the double taxation treaty between Russia and Ireland;
- 10.2.4**
- (i) the Lender does not have a branch, representation, division, bureau, office, Agency or any other economically autonomous subdivision or other place of

business in any country other than Ireland through which the business of the Lender is wholly or partially carried out;

- (ii) the Lender did not explicitly grant authority to and is not aware of an implied authority for the Borrower or any other person located outside Ireland to negotiate key parameters of any contracts or sign any contracts on behalf of the Lender, bind the Lender in any contracts by other means or otherwise represent the Lender in dealings with third parties;
- (iii) the Lender has its central management and control in Ireland. The Lender's place of effective management is only in Ireland; and
- (iv) the directors of the Lender are Irish nationals and reside professionally in Ireland and shall at all times act independently and exercise their authority from and within Ireland by taking all key decisions relating to the Lender in Ireland;

10.2.5 this Agreement constitutes a legal, valid and binding obligation of the Lender;

10.2.6 the Lender will fully account for the Notes and the Loan on its balance sheet.

10.2.7 the Lender has not made an election not to calculate its Irish tax liability based on accounts prepared in accordance with generally accepted accounting practice as it applied in Ireland as at 31 December 2004;

10.2.8 the Lender carries on the business of holding or managing qualifying assets in Ireland and does not, and has not, carried on any other activities (apart from activities ancillary to the business). In particular, the Lender has met, and continues to meet, the conditions of a "qualifying company" within the meaning of section 110 of the Taxes Consolidation Act 1997; and

10.2.9 all authorisations, consents and approvals required by the Lender for or in connection with the execution of this Agreement, the performance by the Lender of the obligations expressed to be undertaken by it herein and therein have been obtained and are in full force and effect.

11 Covenants

The covenants in this Clause 11 remain in force from the date of this Agreement for so long as the Loan or any part of it is or may be outstanding.

11.1 Withholding Tax Exemption

11.1.1 The Lender shall at the cost and expense of the Borrower use all reasonable endeavours to provide the Borrower with a certificate issued by the competent taxing authorities in the Qualifying Jurisdiction confirming that the Lender is a tax resident of a Qualifying Jurisdiction for the purpose of the Treaty no later than 10 Business Days before the first Interest Payment Date (and thereafter as soon as possible at the beginning of each calendar year but not later than 10 Business Days prior to the first Interest Payment Date in that year) and such other information or forms as may be reasonably requested by the Borrower to enable it to apply to obtain relief from deduction or withholding of Russian taxes after the date of this Agreement or, as the case may be, to apply to obtain a tax refund if a relief from deduction or withholding of Russian taxes has not been obtained, provided that the Lender shall not be liable for any failure to provide, or any delays in providing, such residency certificate as a result of any action or inaction of the competent tax authorities in the Qualifying Jurisdiction, but shall notify the Borrower without delay about any such failure or delay with a written description of the actions taken by the Lender to obtain such tax residency certificate. Such a certificate shall be appropriately apostilled and a certified translation shall be supplied at the expense of the Borrower.

11.1.2 The Borrower and the Lender acknowledge that the Russian legislation regulating the procedure for obtaining access to Treaty benefits, as well as practical approach and technical interpretations of the Russian tax authorities, may be subject to change. The Borrower and the Lender further acknowledge that any such change may result in access to Treaty benefits, and in particular to obtaining the reduced rate of withholding with respect to interest, becoming more difficult or impossible. In the event of any such change impacting adversely on the Borrower's ability to apply the reduced rate of withholding tax on interest, the Borrower and the Lender shall use their best endeavours to amend the procedure described in Clause 11.1.1 including, if required, provision regarding procurement of necessary documents and actions from other parties, in order to ensure that the rate of withholding tax on interest as provided for in the Treaty can be successfully applied.

11.2 Financial Information

11.2.1 the Borrower shall as soon as the same become available, but in any event within 120 days after the end of each of its financial years, deliver to the Lender and the Trustee the IFRS consolidated financial statements of the Group for such financial year, in each case audited by the Auditors.

11.2.2 the Borrower shall as soon as the same become available, but in any event within 90 days after the end of each half of each of its financial years, deliver to the Lender and the Trustee the IFRS consolidated financial statements of the Group for such period.

11.2.3 the Borrower shall, so long as any amount remains outstanding under this Agreement, deliver to the Lender and the Trustee, without undue delay, such additional information regarding the financial position or the business of the Borrower and its Subsidiaries as the Lender may reasonably request including providing certification to the Trustee pursuant to the Trust Deed and a report of the Auditors as to the definition of "Material Subsidiary".

11.2.4 the Borrower shall ensure that each set of IFRS consolidated financial statements of the Group delivered by it pursuant to this Clause 11.2 is:

- (i) prepared on the same basis as was used in the preparation of its Original Financial Statements and in accordance with IFRS and consistently applied (except for differences in the level of disclosure where the Auditors have performed a review pursuant to IAS rather than an audit);
- (ii) in the case of the statements provided pursuant to Clause 11.2.1, accompanied by a report thereon of the Auditors referred to in Clause 11.2.1 (including opinions of such Auditors with accompanying notes and annexes) in each case, in a form satisfactory to the Lender and the Trustee; and
- (iii) in the case of the statements provided pursuant to Clause 11.2.2, certified by either the principal executive officer, principal accounting officer or principal financial officer of the Borrower as giving a true and fair view of the Group's consolidated financial condition as at the end of the period to which those IFRS consolidated financial statements of the Group relate and of the results of the Group's operations during such period.

11.2.5 the Borrower shall from time to time, on the request of the Lender or the Trustee, furnish the Lender with such information about the business and consolidated financial condition of the Borrower or the Group as the Lender or the Trustee may reasonably require or such Officer's Certificate as either the Lender or the Trustee may request.

11.2.6 The Borrower shall send to the Lender and the Trustee, upon request, an Officers' Certificate that, having made all reasonable enquiries, to the best of the knowledge, information and belief of the Borrower as at the date (the "**Borrower Certification Date**") not more than five days before the date of the Officer's Certificate, no

Acceleration Event or Potential Acceleration Event has occurred since the Borrower Certification Date of the last such certificate or (if none) the date of the Loan Agreement, or if such event has occurred, giving details of it (including, but not limited to, steps (if any) being taken to cure or remedy such Acceleration Event or Potential Acceleration Event).

11.3 Capital Treatment

If the Loan is to be treated as Own Funds by the Borrower, the Borrower will use its best efforts to procure that the CBR issue a Final Conclusion for such treatment, and will provide all relevant information about the Loan to the CBR as may be necessary for the issuance of such Final Conclusion.

12 Acceleration Events

12.1 Payment Default

If the Borrower fails to pay any sum due from it hereunder at the time, in the currency and in the manner specified herein, and such failure is not remedied within five Business Days of the due date for payment, the Lender may at its discretion and without further notice, institute proceedings in a manner and to the extent contemplated by the applicable law for the insolvency (bankruptcy) of the Borrower and or to prove for its debt, and claim, in any consequent liquidation of the Borrower.

12.2 Winding-up

On the occurrence of any of the following events:

- 12.2.1** the commencement of any liquidation of the Borrower (*likvidatsia*, as such term is defined in the Civil Code of the Russian Federation);
- 12.2.2** the entering into force of the decision of a competent court of the Russian Federation on bankruptcy of the Borrower (*reshenie o priznanii dolzhnika bankrotom*, as such term is defined under the Insolvency Law);
- 12.2.3** any revocation of any licence for the performance of banking operations of the Borrower; or
- 12.2.4** any other event which, under Russian law, is analogous to the events specified in the foregoing paragraphs,

the Lender may give notice to the Borrower that under the laws of the Russian Federation the Loan is, and it shall accordingly become, due and repayable (*srok ispoleninya obyazatelstv schitaetsya nastypivshim*, as such term is used in Russian law) (subject to and in accordance with the provisions of Clause 4.1 above) at the principal amount thereof together with any interest accrued and unpaid to the date of repayment and any other sums due and payable by the Borrower pursuant to this Agreement, and the Lender may, at its discretion and without further notice, take any actions in the manner and to the extent contemplated by the applicable law of the Russian Federation to prove for its debt and/or, to the extent applicable, commence liquidation or winding up proceedings of the Borrower.

12.3 Notice of Acceleration Event

The Borrower shall deliver to the Lender and the Trustee, within 30 days after becoming aware thereof, written notice of any event described in Clauses 12.1 and 12.2 (each an "**Acceleration Event**"), its status and what action the Borrower is taking or proposes to take with respect thereto.

12.4 Proceedings

In addition to its rights under Clauses 12.1 and 12.2, the Lender may institute such other steps or proceedings against the Borrower as it may think fit to enforce any obligation, condition or

provision binding on the Borrower under this Agreement (other than any obligation for payment of any principal or interest in respect of the Loan contemplated by Clause 12.1) provided that the Borrower shall not by virtue of any such steps, actions or proceedings be obliged to pay (i) any sum or sums representing or measured by reference to principal or interest in respect of the Loan sooner than the same would otherwise have been payable by it or (ii) any damages.

13 Indemnity

13.1 Indemnification

The Borrower undertakes to the Lender that if the Lender or any of its Affiliates, each director, officer, employee or agent of the Lender and each person controlling the Lender within the meaning of the United States securities laws (each an "**indemnified party**") incurs any loss, liability, cost, claim, charge, expense (including without limitation Taxes, legal fees, costs and expenses), demand or damage (a "**Loss**") as a result of or in connection with this Agreement (or enforcement thereof), and/or the issue, constitution, sale, listing and/or enforcement of the Notes and/or the Notes corresponding to this Agreement being outstanding, the Borrower shall pay to the Lender on demand an amount equal to such documented Loss and all costs, charges and expenses which it or any indemnified party may pay or incur in connection with investigating, disputing or defending any such action or claim as such costs, charges and expenses are incurred unless such Loss was either caused by such indemnified party's negligence or wilful misconduct or arises out of a breach of the representations and warranties of the Lender contained herein. The Lender shall not have any duty or obligation whether as fiduciary or trustee for any indemnified party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this Clause.

13.2 Independent Obligation

Clause 13.1 constitutes a separate and independent obligation of the Borrower from its other obligations under or in connection with this Agreement or any other obligations of the Borrower in connection with the issue of the Notes by the Lender and shall not affect, or be construed to affect, any other provision of this Agreement or any such other obligations.

13.3 Evidence of Loss

A certificate of the Lender setting forth the amount of losses, expenses and liabilities described in Clause 13.1 and specifying in full detail the basis therefor shall, in the absence of manifest error, be conclusive evidence of the amount of such losses, expenses and liabilities.

13.4 Currency Indemnity

To the fullest extent permitted by law, the obligation of the Borrower under this Agreement in respect of any amount due in the currency (the "**first currency**") in which the same is payable shall, notwithstanding any payment in any other currency (the "**second currency**") (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the first currency that the Lender may, acting reasonably and in accordance with normal banking procedures, purchase with the sum paid in the second currency (after any premium and costs of exchange) on the Business Day immediately following the day on which the Lender receives such payment. If the amount in the first currency that may be so purchased for any reason falls short of the amount originally due (the "**Due Amount**"), the Borrower hereby agrees to indemnify and hold harmless the Lender against any deficiency in the first currency. Any obligation of the Borrower not discharged by payment in the first currency shall, to the fullest extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided in this Agreement, shall continue in full force and effect.

13.5 Survival

The obligations of the Borrower pursuant to Clauses 7.2, 7.3, 12 and 14.2 shall survive the execution and delivery of this Agreement and the drawdown and repayment of the Loan, in each case by the Borrower.

14 General

14.1 Evidence of Debt

The entries made in the account referred to in Clause 7.1 shall, in the absence of manifest error, constitute *prima facie* evidence of the existence and amounts of the Borrower's obligations recorded therein.

14.2 Stamp Duties

14.2.1 The Borrower shall pay all stamp, registration and documentary taxes or similar charges (if any) imposed on the Borrower by any person in the Russian Federation or Ireland (or any other Qualifying Jurisdiction in which the Lender may be resident for tax purposes) which may be payable or determined to be payable in connection with the execution, delivery, performance, enforcement, or admissibility into evidence of this Agreement and shall indemnify the Lender against any and all costs and expenses which may be incurred or suffered by the Lender with respect to, or resulting from, delay or failure by the Borrower to pay such taxes or similar charges upon presentation by the Lender to the Borrower of documentary evidence of such costs and expenses.

14.2.2 If the Lender incurs a liability to pay any stamp, registration and documentary taxes, duties or similar charges (if any) imposed by any person in the Russian Federation or Ireland which may be payable or determined to be payable in connection with the execution, delivery, performance, enforcement, or admissibility into evidence of this Agreement and any documents related thereto, this shall be a cost to which Clause 3.4 applies.

14.3 Waivers

No failure to exercise and no delay in exercising, on the part of the Lender or the Borrower, any right, power or privilege hereunder and no course of dealing between the Borrower and the Lender shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights, or remedies provided by applicable law.

14.4 Notices

14.4.1 Method: Each communication under this Agreement shall be made by fax, electronic communication or otherwise in writing. Each communication or document to be delivered to any party under this Agreement shall be sent to that party at the fax number, postal address or electronic address, and marked for the attention of the person (if any), from time to time designated by that party to each other party for the purpose of this Agreement. The initial telephone number, fax number, postal address, electronic address and person so designated by the parties under this Agreement are set out below:

(i) if to the Borrower:

Commercial Bank "Renaissance Capital" (Limited Liability Company)
14 Kozhevnickeskaya Ulitsa
Moscow 115114
Russian Federation

Fax: +7 495 783 46 33
Email: aorekhov@rencredit.ru
Attention: Alexey Orekhov;

and

(ii) if to the Lender:

Renaissance Consumer Funding Limited
53 Merrion Square
Dublin 2

Fax: +353 1 614 6250
Email: sandra.richardson@TMF-Group.com
neasan.cavanagh@TMF-Group.com
Attention: TMF Administration Services Ltd.

14.4.2 Deemed Receipt: Any communication from any party to any other under this Agreement shall be effective, (if by fax) when the relevant delivery receipt is received by the sender, (if in writing) when delivered and (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by fax or electronic communication will be written legal evidence.

14.5 Assignment

14.5.1 This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and any permitted assignee or transferee of some or all of a party's rights or obligations under this Agreement. Any reference in this Agreement to any party shall be construed accordingly and, in particular, references to the exercise of rights and discretions by the Lender, following the enforcement of the security and/or assignment referred to in Clause 14.5.3 below, shall be references to the exercise of such rights or discretions by the Trustee (as Trustee). Notwithstanding the foregoing, the Trustee shall not be entitled to participate in any discussions between the Lender and the Borrower or any agreements of the Lender or the Borrower pursuant to Clause 7.4 or Clause 9.

14.5.2 The Borrower shall not be entitled to assign or transfer all or any part of its rights or obligations hereunder to any other party.

14.5.3 Subject to Clause 24 of the Trust Deed, the Lender may not assign or transfer, in whole or in part, any of its rights and benefits or obligations under this Agreement (other than the Reserved Rights, as defined in the Principal Trust Deed) except (i) the charge by way of first fixed charge granted by the Lender in favour of the Trustee (as Trustee) of certain of the Lender's rights and benefits under this Agreement and (ii) the absolute assignment by the Lender to the Trustee of certain rights, interests and benefits under this Agreement, in each case, pursuant to Clause 6 of the Supplemental Trust Deed.

14.6 Prescription

Subject to the Lender having received the principal amount thereof or interest thereon from the Borrower, the Lender shall forthwith repay to the Borrower the principal amount or the interest amount thereon, respectively, of the Notes upon the Notes becoming void pursuant to Condition 11 of the Notes.

14.7 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, save that the Contracts (Rights of Third Parties) Act shall apply in favour of the Trustee to Clauses 7.1, 11 and 14.5.

14.8 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

14.9 Jurisdiction

The parties irrevocably agree that any dispute arising out of or connected with this Agreement, including a dispute as to the validity, existence or termination of this Agreement or the consequences of its nullity and/or this Clause 14.9 (a "**Dispute**"), shall be resolved by arbitration in London, England, conducted in the English language by three arbitrators, in accordance with the rules set down by the LCIA (formerly the London Court of International Arbitration) ("**LCIA Rules**"), which rules are deemed to be incorporated by reference into this clause, save that, Article 5.6 of the LCIA Rules shall be amended as follows: unless the parties agree otherwise, the third arbitrator, who shall act as chairman of the tribunal, shall be nominated by the two arbitrators nominated by or on behalf of the parties. If he is not so nominated within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, he shall be chosen by the LCIA. The parties agree to exclude the jurisdiction of the English courts under sections 45 and 69 of the Arbitration Act 1996. Waiver of Immunity

To the extent that the Borrower or the Lender may, in relation to any Dispute, claim in any jurisdiction, for itself or its assets or revenues, immunity from the jurisdiction of any court or tribunal, service of process, injunctive or other interim relief, or any process for execution of any award or judgment against its property, the Borrower and the Lender irrevocably waive such immunity.

14.10 Counterparts

This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same agreement.

14.11 Language

The language which governs the interpretation of this Agreement is the English language.

14.12 Loan not secured

No collateral (as defined by the legislation of the Russian Federation) shall be provided to secure the Loan.

14.13 Partial Invalidity

The illegality, invalidity or unenforceability to any extent of any provision of this Agreement under the law of any jurisdiction shall affect its legality, validity or enforceability in such jurisdiction to such extent only and shall not affect its legality, validity or enforceability under the law of any other jurisdiction, nor the legality, validity or enforceability of any other provision.

14.14 Severability

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

14.15 Non-Petition

Neither the Borrower nor any other person acting on its behalf shall be entitled at any time to institute against the Lender, or join in any institution against the Lender of, any bankruptcy, administration, moratorium, reorganisation, controlled management, arrangement, insolvency, examinership, winding-up or liquidation proceedings or similar insolvency proceedings under any applicable bankruptcy or similar law in connection with any obligation of the Lender under this Agreement, save for lodging a claim in the liquidation of the Lender which is initiated by

another party or taking proceedings to obtain a declaration or judgment as to the obligations of the Lender.

14.16 Limited Recourse

The Borrower hereby agrees that it shall have recourse in respect of any claim against the Lender only to sums in respect of principal, interest or other amounts (if any), as the case may be, received (after deduction or withholding of such taxes or duties as may be required by the Lender by law in respect of such sum or in respect of the Notes and for which the Lender has not received a corresponding payment (also after deduction or withholding of such taxes or duties as may be required to be made by the Lender in respect thereof) pursuant to this Agreement) by or for the account of the Lender pursuant to this Agreement (the "**Lender Assets**"), subject always (i) to the Security Interests (as defined in the Trust Deed) and (ii) to the fact that any claims of the Dealers under the Dealer Agreement shall rank in priority to any claims of the Borrower hereunder, and that any such claim by any of the Dealers or the Borrower shall be reduced pro rata so that the total of all such claims does not exceed the aggregate value of the Lender Assets after meeting claims secured on them. The Trustee having realised the same, neither the Borrower nor any person acting on its behalf shall be entitled to take any further steps against the Lender to recover any further sums and no debt shall be owed by the Lender to such person in respect of any such further sum. In particular, neither the Borrower nor any person acting on its behalf shall be entitled at any time to institute against the Lender, or join with any other person as instituting or joining, insolvency proceedings (or any proceedings mentioned in the paragraph above) against the Lender.

The Borrower shall have no recourse against any director, shareholder, or officer of the Lender in respect of any obligations, covenants or agreement entered into or made by the Lender in respect of this Agreement, except to the extent that any such person acts in bad faith or is negligent in the context of its obligations.

14.17 CBR Prior Consent

14.17.1 Pursuant to the provisions of Clauses 6.2 to 6.4 of this Agreement, no prepayment of the principal and (or) interest under this Agreement (in whole or in part) shall be permitted without the prior written consent of the CBR;

14.17.2 No amendment, modification or waiver to this Agreement shall be permitted without the prior approval of the CBR; and

14.17.3 No early termination of this Agreement shall be permitted without the prior written consent of the CBR.

SUBSCRIPTION AND SALE

Goldman Sachs will subscribe, upon issue, for 100 per cent. of the principal amount of the Notes. In connection with such subscription of the Notes, Goldman Sachs has entered into an arrangement to sell U.S.\$50,000,000 in principal amount of such Notes to an investor pursuant to which such investor has agreed that, until the earlier to occur of (i) 21 June 2013 or (ii) the sale by Goldman Sachs of the balance of the Notes received by Goldman Sachs as part of the initial subscription, such investor will not sell any such Notes acquired by it (see "*Risk Factors —There may be limited liquidity in the Notes*").

GENERAL INFORMATION

- (1) The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The Common Code and the International Securities Identification Number (ISIN) for the Notes are set out in the Issue Terms of the Notes.
- (2) CBRC and the Issuer have obtained or will obtain all necessary consents, approvals and authorisations in Russia and Ireland in connection with the Subordinated Loan and the issue and performance of the Notes. The Issuer's board of directors approved the issue of this Series 3 Prospectus on 19 December 2012.
- (3) Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and to trading on the Main Securities Market through Arthur Cox Listing Services Limited. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the regulated market of the Irish Stock Exchange for the purposes of the Prospectus Directive.
- (4) The estimated total expenses related to admission to trading of the Notes is €2,541.20.
- (5) No consents, approvals, authorisations or orders of any regulatory authorities are required by the Issuer under the laws of Ireland for the maintenance of the Subordinated Loan and for the issue of the Notes.
- (6) There has been no significant change in the financial or trading position or prospects of CBRC since 31 December 2011 and no material adverse change in the financial or trading position or prospects of CBRC since 31 December 2011. There has been no significant change and/or material adverse change in the financial or trading position or prospects of the Issuer since 31 March 2011.
- (7) CBRC is not involved in, or has not been involved in, any governmental, legal or arbitration proceedings that may have had in the twelve months before the date of this Series 3 Prospectus, a significant effect on the financial position or profitability of CBRC, nor, so far as CBRC is aware, are any such proceedings pending or threatened.
- (8) The Issuer is not, and has not been, involved in any governmental, legal or arbitration proceedings that may have had, in the twelve months before the date of this Series 3 Prospectus, a significant effect on the Issuer's financial position or profitability, nor, so far as the Issuer is aware, are any such proceedings pending or threatened.
- (9) For so long as the Notes are outstanding, copies of the following documents will be available for inspection in physical form at the specified offices of the Trustee and the registered office of the Issuer during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted):
 - (a) a copy of the Base Prospectus along with any supplement to the Base Prospectus;
 - (b) a copy of this Series 3 Prospectus along with any supplement to this Series 3 Prospectus;
 - (c) the Memorandum and Articles of Association of the Issuer;
 - (d) the charter of CBRC;
 - (e) CBRC's audited annual financial statements as at and for the years ended 31 December 2011, 2010 and 2009;

- (f) the financial statements of the Issuer for each of the periods ended 31 March 2011 and 31 March 2010; and
 - (g) the Subordinated Loan Agreement, the Trust Deed and the Agency Agreement.
- (10) Citibank, N.A., London Branch will act as Registrar in relation to the Regulation S Notes. The Registrar shall, in relation to the Regulation S Notes, maintain a register which shall be kept at Citibank, N.A., London Branch, 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

CBRC

Commercial Bank "Renaissance Capital"
(Limited Liability Company)
14 Kozhevnickeskaya Ulitsa
Moscow, 115114 Russian Federation

ISSUER

Renaissance Consumer Funding Limited
53 Merrion Square
Dublin 2
Ireland

LEAD MANAGER

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LISTING AGENT

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Earlsfort Terrace
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PRINCIPAL PAYING AGENT, REGISTRAR, TRANSFER AGENT AND CALCULATION AGENT

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